

NOTE: CHANGES HAVE BEEN  
MADE TO THIS DOCUMENT

IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

PHILIP SALGADO,

Plaintiff,

vs.

EZE CASTLE INTEGRATIONS, LLC,  
and DOES 1 – 25, inclusive,

Defendants.

CASE NO. 2:15-cv-00964-MMM-RZ

[Assigned for all purposes to Honorable  
Margaret M. Morrow]

**[PROPOSED] ORDER GRANTING  
THE PARTIES' STIPULATED  
PROTECTIVE ORDER**

*[Filed Concurrently With Stipulated  
Protective Order]*

Complaint Filed: December 22, 2014

Plaintiff Philip Salgado ("Plaintiff") and Defendant Eze Castle Integration, Inc. ("Defendant") (collectively, the "Parties"), through their undersigned counsel, pursuant to Rule 26(c)(1), hereby STIPULATE AND AGREE that this Court should enter the following Stipulated and Proposed Protective Order Regarding Confidential Discovery Material ("Stipulated Protective Order") with respect to pre-trial discovery. This Stipulated Protective Order will govern documents and information produced by the Parties in response to discovery requests in this action, Case No. 2:15-cv-00964-MMM-RZ.

Good cause exists for the Court to enter a protective order regarding confidential, proprietary, or private discovery material in this action because disclosure and discovery

1 activity in this action are likely to involve production of such discovery material and  
2 special protection from public disclosure and use for any purpose other than prosecuting  
3 this litigation is warranted. Such information is expected to include confidential non-  
4 public business information relating to products and marketing strategies, internal  
5 practices and procedures, customer lists and contact information, and other technical,  
6 cost, price, marketing or other confidential information. The parties, as well as third  
7 parties whose confidential or private employment or business records may be discussed  
8 or referred to within these documents, may be irreparably harmed if no protective order is  
9 entered to protect against the dissemination of such private, confidential information.  
10 Accordingly, there is good cause for the Court to enter a protective order regarding  
11 confidential discovery material according to the terms stipulated and agreed to by the  
12 parties below.

13 Accordingly, **IT IS HEREBY STIPULATED AND AGREED** by the Parties in  
14 this action, through their undersigned counsel and subject to the approval of the Court,  
15 the following provisions shall govern documents and information produced in this  
16 action:

17 1. Confidential Information. During discovery, any information or material  
18 ~~within the scope of Rule 26(b)(1) of the Federal Rules of Civil Procedure~~ constituting  
19 non-public business information relating to: products and marketing strategies, internal  
20 practices and procedures, customer lists and contact information, and other technical,  
21 cost, price, or marketing information, which a party has maintained in confidence and  
22 has not made public, and which appears in documents, deposition testimony, transcripts  
23 and accompanying exhibits, interrogatory answers, responses to request to admit and  
24 other written, recorded or graphic materials may be designated as “CONFIDENTIAL”  
25 by the person or entity producing, providing, filing or lodging it or by any Party to this  
26 action (“Designating Person”). ~~“CONFIDENTIAL” information includes all~~  
27 ~~information or material derived from it.~~

1           2.    Access to Confidential Information. The designation of any document as  
2 “CONFIDENTIAL” shall not preclude any Party from showing or providing a copy of  
3 the document to any person who appears as an author, addressee or recipient on the face  
4 of the document. “CONFIDENTIAL” information shall not be otherwise used or  
5 disclosed for any purposes whatsoever, except in connection with the litigation of the  
6 action (including any appeal), and may be disclosed only to the following persons:

7           (a) The named Parties to this action and their officers, directors and/or  
8 employees and those employees employed as of the date the document was created who  
9 were in a position to have access to the document;

10          (b) The Parties’ counsel, including in-house counsel, and such counsel’s legal  
11 associates, paralegals, secretaries and offices staff;

12          (c) Independent experts or consultants and their staffs specifically retained to  
13 assist counsel in this litigation provided that any such experts or consultants shall, prior  
14 to any disclosure, execute an undertaking to be bound by this Stipulation (in the form  
15 attached hereto as Exhibit A), which shall be maintained at the office of counsel  
16 retaining such expert or consultant and produced to opposing counsel at the conclusion  
17 of the action;

18          (d) Third parties specifically retained by counsel for Parties to this action (or  
19 their legal associates and their offices’ staffs) for copying or computer coding of  
20 documents but only for such copying or computer coding purposes and provided that  
21 any such third parties, prior to any disclosure, execute an undertaking to be bound by  
22 this Stipulation (in the form attached hereto as Exhibit A) which shall be maintained at  
23 the office of counsel retaining such expert or consultant and produced to opposing  
24 counsel at the conclusion of the action;

25          (e) The Court, court reporters and court officers pursuant to paragraph 7 of this  
26 Stipulation;

27          (f) Any witness shown the document in a deposition in this litigation; and

28          (g) Any other witnesses or prospective witnesses; and

1 (h) Any members of the jury.

2 3. Copies of Confidential Information. Copies and extracts of  
3 “CONFIDENTIAL” information may be made by or for only those persons authorized  
4 by paragraph 2 to review such materials provided that all copies and extracts are  
5 appropriately marked as “CONFIDENTIAL.” All copies and extracts of  
6 “CONFIDENTIAL” information are subject to the provisions of this Stipulation as  
7 though they were original “CONFIDENTIAL” information.

8 4. Custody of Confidential Information. All documents containing  
9 information designated “CONFIDENTIAL” and notes or other records regarding that  
10 information shall be maintained in the custody of the Parties’ outside and/or in-house  
11 counsel and no partial or complete copies thereof containing “CONFIDENTIAL”  
12 information shall be retained by anyone else at any location except that independent  
13 experts and consultants may retain documents on a temporary basis for purposes of  
14 study, analysis and preparation of the case.

15 5. Designating Documents. The designation of all or a portion of a document  
16 as “CONFIDENTIAL” shall be made by placing such legend on each designated page of  
17 the document prior to production. In the case of a document produced by a non-party  
18 that is not the Designating Person with respect to such document, the Parties reserve  
19 their right to seek a protective order to deem such document “CONFIDENTIAL” and  
20 subject to the terms of this Stipulation.

21 6. Designating Depositions.

22 (a) Deposition transcripts or portions thereof may be designated as  
23 “CONFIDENTIAL” either: (i) at the deposition itself by request of any Party; or (ii) by  
24 captioned written notice to the reporter and all counsel of record given within ten  
25 calendar days following notice from the reporter that the transcript is available for  
26 review in which case all counsel receiving such notice shall be responsible for marking  
27 the copies of the designated transcript or portion thereof in their possession or control as  
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1 “CONFIDENTIAL.” Pending expiration of the ten court days, the deposition transcript  
2 shall be treated as if it had been designated “CONFIDENTIAL.”

3 (b) Where testimony is designated at a deposition, the Designating Person may  
4 exclude from the deposition all persons other than those to whom the  
5 “CONFIDENTIAL” information may be disclosed under paragraph 2 of this Stipulation  
6 and Order.

7 (c) Any Party may mark a deposition exhibit as “CONFIDENTIAL” and  
8 examine any witness thereon.

9 7. Procedures for Filing Records under Seal.

10 (a) Prior to lodging and/or filing any “CONFIDENTIAL” information or  
11 offering it for admission as evidence, the Party seeking to lodge and/or file the  
12 “CONFIDENTIAL” information or offer the “CONFIDENTIAL” information for  
13 admission as evidence shall make a good faith effort to obtain an order from the court to  
14 allow submission of the “CONFIDENTIAL” information under seal in compliance with  
15 Rule 5.2(d) of the Federal Rules of Civil Procedure.

16 (b) To the extent permitted by the court, upon request of a Party, any hearing  
17 which may refer to or describe “CONFIDENTIAL” information shall be held *in camera*.

18 (c) The court’s denial of a motion to seal brought pursuant to Rule 5.2(d) of the  
19 Federal Rules of Civil Procedure and Local Rule 79-5 shall not bar the use of the  
20 “CONFIDENTIAL” information or the offering of it for admission as evidence in  
21 connection with any motion, proceeding or trial in this matter and such use of or offering  
22 in evidence of the “CONFIDENTIAL” information shall not constitute a breach of this  
23 Stipulation.

24 (d) Notwithstanding (a) above, upon written agreement and/or stipulation by  
25 the Parties, specific “CONFIDENTIAL” information may be lodged and/or filed or  
26 offered for admission as evidence not under seal in connection with any motion,  
27 proceeding or trial in this matter and such use of or offering in evidence of the  
28 “CONFIDENTIAL” information shall not constitute a breach of this Stipulation.

1 (e) The Parties expressly agree that lodging and/or filing of “CONFIDENTIAL”  
2 information with the Court not under seal shall not be deemed nor constitute a waiver of  
3 confidentiality under the terms of this Stipulation.

4 8. Objections. A Party may challenge the propriety of any designation under  
5 this Stipulation at any time. A challenge may be made by serving on all other Parties a  
6 captioned notice of objection which shall identify with particularity the  
7 “CONFIDENTIAL” information as to which the designation is challenged, state the  
8 basis for each challenge and propose a new designation for each item. The challenged  
9 material shall be deemed re-designated as proposed unless, within ten (10) calendar days  
10 after service, the Designating Person has filed and served a motion for a protective order  
11 to maintain the original designation or to establish other confidentiality protections.

12 9. No Prejudice.

13 (a) Nothing in this Stipulation shall preclude any Party from seeking and  
14 obtaining additional or different protection with respect to the confidentiality of any  
15 information or material.

16 (b) This Stipulation shall not diminish any existing obligation or right with  
17 respect to “CONFIDENTIAL” information, nor shall it prevent a disclosure to which the  
18 Designating Person consents before the disclosure takes place.

19 (c) The Parties shall exert their best efforts to assert any claims of  
20 confidentiality prior to the disclosure of any discovery materials. The production of any  
21 document by any Party shall be without prejudice to any claim by the producing party  
22 that such material should have been designated as “CONFIDENTIAL.” Claims of  
23 confidentiality may be asserted in writing and with particularity within a reasonable time  
24 after learning of such inadvertent or mistaken disclosure and such documents shall be  
25 treated as if the claim were made prior to disclosure. If within a reasonable time after  
26 such documents are inadvertently or mistakenly disclosed, the producing party asserts a  
27 claim that such documents are “CONFIDENTIAL,” the receiving party shall take  
28 prompt steps to ensure that all known copies of such documents are returned promptly to

1 the producing party for designation as such. The Parties may thereafter contest such  
2 claims of confidentiality, as set forth herein.

3 10. Discovery Obtained By Other Means. This Stipulation is not applicable to  
4 “CONFIDENTIAL” information if copies of such documents already have been  
5 obtained by the receiving party in a manner other than through discovery.

6 11. Final Disposition. Within 45 calendar days of the final termination of the  
7 action and at the written request of the designating or the producing person, all  
8 “CONFIDENTIAL” information and all copies thereof shall be returned to counsel for  
9 the person that produced the material or destroyed. However, counsel may retain one  
10 copy of pleadings, attorney and consultant work product and depositions for archival  
11 purposes.

12 12. Subpoenas Seeking Confidential Material. If any person that has obtained  
13 “CONFIDENTIAL” information under the terms of this Stipulation receives a subpoena  
14 commanding the production of any such “CONFIDENTIAL” information, such person  
15 shall promptly notify the Designating Person of the service of the subpoena in order to  
16 afford the Designating Person an opportunity to object. ~~The person receiving the~~  
17 ~~subpoena shall not produce any “CONFIDENTIAL” information in response to the~~  
18 ~~subpoena without either the prior written consent of the Designating Person or a prior~~  
19 ~~order of the Court in which the subpoena was served.~~

20 13. Improper Disclosure.

21 (a) The Parties and their counsel shall have the duty to use reasonable care and  
22 precaution to protect the confidentiality of material covered by this Stipulation. If  
23 “CONFIDENTIAL” information submitted in accordance with the terms of this  
24 Stipulation is disclosed to any person other than in the manner authorized by the terms  
25 herein, the Party and person responsible for the disclosure must immediately bring all  
26 pertinent facts relating to such disclosure to the attention of the Party producing such  
27 information and, without prejudice to any other rights of the Designating Person, make  
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1 every effort to prevent further disclosure by it or by the person(s) to whom such  
2 information was disclosed.

3 (b) ~~The Parties agree that the unauthorized disclosure of “CONFIDENTIAL”~~  
4 ~~information may cause irreparable injury to the non-breaching party and, accordingly, in~~  
5 ~~the event of any breach or threatened breach of the provisions herein, the non-breaching~~  
6 ~~party shall be entitled to seek immediate injunctive relief by way of *ex parte* hearing or~~  
7 ~~otherwise as allowed by law or equity. The decision by the non-breaching party to seek~~  
8 ~~such injunctive relief will be without prejudice to any other rights or remedies, legal or~~  
9 ~~equitable, which the non-breaching party might have in the event of such a breach or~~  
10 ~~threatened breach and neither the seeking by the non-breaching party of any such relief~~  
11 ~~nor the obtaining by the non-breaching party of any other such relief will be a waiver or~~  
12 ~~release of any of the non-breaching party’s other rights or remedies in such event.~~

13 14. Survival. The binding effect of this Stipulation shall survive termination of  
14 this action and the court shall retain jurisdiction to enforce the Stipulation. The terms of  
15 this Stipulation shall be binding upon the Parties as a contract whether or not the  
16 Magistrate Judge assigned to this case signs the [Proposed] Stipulated Protective Order.

17 15. Stipulation. This Stipulation shall be deemed in full force and effect until  
18 the court’s approval of the terms of the Stipulation in the form of an Order and even in  
19 the absence of entry of said Stipulation as an Order and even if the Court makes any  
20 subsequent modifications thereto pursuant to entry of the Stipulation as an Order.

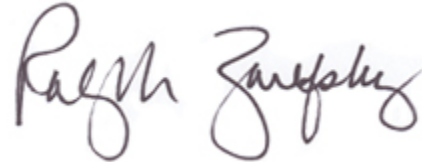
21  
22 Notwithstanding anything to the contrary in this Order, this Order shall not govern  
23 in connection with dispositive motions or at trial. If any protection is desired in  
24 connection with those proceedings, a separate application must be made, directed to the  
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1 judicial officer who will preside at those proceedings.

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3 ~~PURSUANT TO STIPULATION AND GOOD CAUSE APPEARING~~  
4 ~~THEREFOR, IT IS SO ORDERED.~~

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6 DATED: April 27, 2015



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HON. RALPH ZAREFSKY  
United States Magistrate Judge

**EXHIBIT A****ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of

\_\_\_\_\_ [print or type full address], declare under penalty of perjury that I am a citizen or national of the United States, or am a lawful permanent resident in the United States. I further declare that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of Salgado v. Eze Castle Integration, Inc. CASE NO. 2:15-cv-00964-MMM-RZ. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this case.

I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this case or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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